

SOLICITATION FOR LEXINGTON COUNTY BUSH RIVER ROAD WIDENING

**BID NUMBER
B15027-12/22/14S**

COUNTY COUNCIL MEMBERS:

Johnny W. Jeffcoat (Chair)
M. Todd Cullum (Vice Chair)
William B. "Bill" Banning, Sr.
M. Kenneth Collins
James E. "Jim" Kinard
Debra B. "Debbie" Summers
Frank J. Townsend, III
Bobby C. Keisler
Brad Matthews

Joe G. Mergo, III, County Administrator

Wrenn Barrett, P.E., Director of Public Works

Joey Derby, P.E., County Engineer

Lexington County Department of Public Works- Engineering Division
440 Ball Park Road
Lexington, SC 29072-2240
Phone 803-785-8201
Fax 803-785-8593

BID DOCUMENT

NOVEMBER 26, 2014

SET NO. _____

TABLE of CONTENTS

	Page No.
Invitation to Bid	3-4
No Bid Response Form	5
Bond Requirements	6
Instructions to Bidders	7-8
General Provisions	9-11
General Conditions	12-20
Bidder's Schedule	21
Bid Form	22
Bidder's Checklist.....	23
Certificate of Familiarity	24
Listing of Subcontractors	25
Disadvantaged Business Enterprises Committal Sheet	26
Request for Written Response to Questions Form	27
Special Provisions	28-36
Project Closeout Documents	37-42

COUNTY OF LEXINGTON
Procurement Services, 212 South Lake Drive, Suite 503, Lexington, SC 29072
Ph: (803) 785-8319 / Fax: (803) 785-2240

INVITATION FOR BIDS

BID NUMBER: **B15027-12/22/14S**

DATE: **November 26, 2014**

OPENING DATE AND TIME: **December 22, 2014 3:00 PM E.S.T.**

OPENING LOCATION: Lexington County Administration Building,
5th Floor Procurement Conference Room
212 South Lake Drive, Suite 503, Lexington SC

MAILING ADDRESS: Lexington County Procurement Office
County Administration Bldg., 5th floor
212 South Lake Drive, Suite 503, Lexington SC 29072

PROCUREMENT FOR: **BUSH RIVER ROAD WIDENING**

Subject to the conditions, provisions and the enclosed specifications, sealed bids will be received at this office until the stated date and time and then publicly opened. Any bid received after the scheduled deadline, will be immediately disqualified. The County assumes no responsibility for delivery of bids which are mailed. No faxed bids will be permitted.

IT IS REQUIRED THAT THE BID NUMBERS MUST BE SHOWN ON THE OUTSIDE OF ENVELOPE. ANY ENVELOPE THAT DOES NOT SHOW BID NUMBERS WILL BE RETURNED TO THE VENDOR

DIRECT ALL INQUIRES TO: _____
Angela M. Seymour
Procurement Officer

NOTICE TO BIDDERS: There will be a Mandatory Pre-Bid Conference on December 10, 2014 at 4:00 PM in Conference Room 2B at 212 S Lake Drive, Lexington, SC 29072. The Mandatory Pre-Bid Conference will start promptly at 4:00 PM and any persons arriving late will be deemed non-responsible. Due to the importance of all bidders having a clear understanding of the scope and requirements for this contract, *attendance at this meeting will be a prerequisite for bidding on this contract.* Attendance at the conference will be evidenced by the representative's signature on the attendance roster. All changes to the bid documents will be addressed through an addendum. Each bidder shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this bid. The failure or omission of a bidder to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this bid or to the contract. All amendments to and interpretations of this solicitation shall be in writing and issued by the Procurement Manager of the County. Lexington County shall not be legally bound by any amendment or interpretation that is not in writing. **BIDS WILL NOT BE CONSIDERED FROM ANY VENDOR THAT OWES DELINQUENT BUSINESS PROPERTY TAXES TO THE COUNTY OF LEXINGTON.**

Copies of the bid package with a set of plans may be downloaded from the Lexington County website and can be found by visiting <http://www.lex-co.sc.gov/departments/DeptIQ/procurement/Pages/BidOpportunities.aspx>.

Bidders must submit security in the form of a certified check, or bid bond in the amount of five percent (5%) of the total bid; made payable to Lexington County Treasurer's Office. The successful Bidder will be required to furnish satisfactory Payment and Performance Bonds for the full amount of the Contract. Bids shall be executed on bid forms provided with the bidding documents in accordance with the Instructions to Bidders.

If special accommodations are needed to participate in the pre-bid meeting, contact the Lexington County Public Works at (803) 785-8201 or publicworks@lex-co.com at least 48 hours prior to the scheduled meeting date.

If you have obtained this solicitation by download from the internet; it is the responsibility of the bidder to email aseymour@lex-co.com to be registered as a potential bidder to receive any subsequent amendments. Deadline for questions is December 12, 2014 at 5:00 PM. All questions must be submitted in writing.

Jeffrey A. Hyde
Procurement Manager

SOLICITATION #: B15027-12/22/14S
PROCUREMENT: Bush River Road Widening

"NO BID" RESPONSE FORM

To submit a "No Bid" response for this project, this form must be completed for your company to remain on our bidders list for commodities/services referenced. If you do not respond your name may be removed from this bidders list. **In order to ensure that the County file has current information, or if you wish to be added to this solicitations bidder listing, you must also return the Certificate of Familiarity form completed in its entirety.**

Note: Please show the solicitation number on the outside of the envelope.

Please check statement(s) applicable to your "No Bid" response --

- ☐ Specifications are restrictive; i.e. geared toward one brand or manufacturer only (explain below).
- ☐ Specifications are ambiguous (explain below).
- ☐ We are unable to meet specifications.
- ☐ Insufficient time to respond to the solicitation.
- ☐ Our schedule would not permit us to perform.
- ☐ We are unable to meet bond requirements.
- ☐ We are unable to meet insurance requirements.
- ☐ We do not offer this product or service.
- ☐ Remove us from your vendor list for this commodity/service.
- ☐ Other (specify below).

Comments:

Company Name (as registered with the IRS)

Authorized Signature

Correspondence Address

Printed Name

City, State, Zip

Title

E-mail Address (Please Print)

Date

Telephone

Fax

BOND REQUIREMENTS

1. **BID BOND:** Each offeror shall submit with his Bid a Bid Bond with a good and sufficient surety or sureties company licensed in South Carolina, in the amount of five percent (5%) of the total Bid amount. The Bid bond penalty may be expressed in terms of a percentage of the Bid price or may be expressed in dollars and cents.

CERTIFIED CHECKS: If a certified check is submitted in lieu of a Bid bond, it will be made payable to the Lexington County Treasurer's Office, in the amount of 5% of the total Bid amount.

Bid Bonds/Certified Checks will be returned to the unsuccessful offerors after award and will be returned to the successful offeror after acceptance of the final contract by the offeror.

2. **PERFORMANCE AND PAYMENT SURETY:** The successful contractor shall pay the cost and furnish within ten days after written notice of acceptance of Bid, an irrevocable Surety in the form of a Performance and Payment Bond, Certificate of Deposit, Cashier's Check or irrevocable letter of credit. The Surety shall be issued in the amount of 100% of the total contract covering the entire term of the contract as awarded.

OPTION 1: PERFORMANCE BOND: Bond must be issued by a Surety Company licensed to do business in South Carolina, with an "A" minimum rating of performance as stated in the most current publication of "Best's Key Rating Guide, Property Liability" which shall show a financial strength rating of at least five (5) times the contract price. Each bond shall be accompanied by a Power of Attorney, authorizing the attorney-in-fact to bind the surety and certified to include the date of the bond.

OPTION 2: A CERTIFIED CHECK: Equal to 100% of the contract amount to be retained by Lexington County until satisfactory completion of the contract.

OPTION 3: IRREVOCABLE LETTER OF CREDIT: Shall be issued by a Financial Institution insured by the FDIC or FSLIC in the amount of 100% of contract amount.

FAILURE TO SUBMIT A PROPER AND CORRECT BID GUARANTEE WILL RESULT IN THE REJECTION OF YOUR BID.

INSTRUCTIONS TO BIDDERS

1. Only one copy of bid invitation is required, unless otherwise stated.
2. Bids, amendments or withdrawal request must be received by the time advertised for bid openings to be timely filed. It is the vendor's sole responsibility to insure that these documents are received by the Procurement Office at the time indicated in the bid document.
3. Bidders name shall be on any specification or descriptive papers submitted with the bid invitation.
4. Submit your signed bid on the forms provided. Show bid number on envelope as instructed. Lexington County assumes no responsibility for unmarked or improperly marked envelopes. Unsigned bids will be rejected.
5. Bidders must clearly mark as "Confidential" each part of their bid which they consider to be proprietary information that could be exempt from disclosure under Section 30-4-4C Code of Laws of South Carolina, 1976, (1986 Cum Supp) Freedom of Information Act. The County reserves the right to determine whether this information should be exempt from disclosure and no legal action may be brought against the County or its agents for its determination in this regard.
6. By submission of a bid, you are guaranteeing that all goods and services meet the requirements of the solicitation during the contract period.
7. This solicitation does not commit the County of Lexington to award a contract, to pay any cost incurred in the preparation of the bid, or to procure or contract for goods or services listed herein.
8. **CORRECTION OF ERRORS ON THE BID FORM:** All prices and notations shall be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid. Erasures or use of typewriter correction fluid may be cause for rejection. No bid shall be altered or amended after specified time for opening.
9. **BIDDERS SCHEDULE:** Enter the manufacturer, brand, and model/catalog number, as applicable, and your bid price in the space provided on the bidder's schedule. Additional pages may be attached, when applicable, for alternates, etc.
10. **NOTIFICATION:** Intent to Award and/or Statement of Award will be posted on the Lexington County web site at www.lex-co.com.
11. **RIGHT TO PROTEST:** Any prospective bidder, offeror, or contractor, who is aggrieved in connection with the solicitation of a contract shall protest in writing to the Procurement Manager within ten (10) calendar days of the date of issuance of the Invitation to Bid, Requests for Proposals or other solicitation documents, whichever is applicable, or any amendment thereto, if the amendment is at issue. Any actual bidder, offeror, or contractor, who is aggrieved in connection with the intended award or award of a contract, shall protest in writing to the procurement manager within ten (10) calendar days of the notification of intent to award or statement of award.
12. **PROTEST PROCEDURE:** A protest shall be in writing, submitted to the procurement manager, and shall set forth the specific grounds of the protest with enough particularity to give notice of the issues to be decided.
13. **QUESTIONS REGARDING SPECIFICATIONS AND/OR THE BIDDING PROCESS:** To ensure fair consideration for all bidders, the County prohibits any type of communications to or with any department, employee, or County official during the solicitation process, except as provided on the "Invitation For

Bids” of the solicitation. This includes any communications initiated by a bidder to any County Official or employee evaluating or considering the bidder, prior to the time an award decision has been made public.

- A. Communications between the bidder and the County shall be initiated by the Procurement Office or the appropriate County representative in order to obtain necessary information or clarification needed to develop a proper and accurate evaluation of the bid. Any communications initiated by a bidder concerning the submitted bid shall be grounds for disqualifying the offending bidder from consideration for award of the bid and/or any future solicitations.
- B. It will be the sole responsibility of the bidder to contact the Procurement Office prior to submitting a bid to ascertain if any amendments or addendums have been issued in order to obtain all such documentation, and to return the executed documentation with their bid.
- C. Any question concerning this document, the specifications, or the bid process must be made in writing. These questions will be addressed at the Pre-Bid meeting or in a document after the Pre-Bid meeting. Verbal communication concerning the above items should be avoided.

GENERAL PROVISIONS

1. The County of Lexington reserves the right to reject any and all bids, to cancel a solicitation, and to waive any technicality if deemed to be in the best interest of the County.
2. Unit prices will govern over extended prices unless otherwise stated in this bid invitation.
3. **PROHIBITION OF GRATUITIES:** Amended section 8-13-700 and 705 of the 1976 Code of Laws of South Carolina states: "Whoever gives or offers to any public official or public employee any compensation including a promise of future employment to influence his action, vote, opinion or judgment as a public official or public employee or such public official solicits or accepts such compensation to influence his action, vote, opinion or judgment shall be subject to the punishment as provided by Section 16-9- 210 and Section 16-9-220."
4. **BIDDERS QUALIFICATIONS:** Consideration will be given only to the contractors who can produce conclusive evidence that they can meet the following requirements:
 - A. Adequate capital and credit rating sufficient to complete all operations under this contract in a satisfactory manner.
 - B. An efficient office force with satisfactory record in expediting delivery of materials to field force, and capable of fulfilling proper liaison service with mechanical trade.
 - C. An adequate and efficient field force with extensive knowledge of all types of work involved under this contract.
 - D. A record of amicable relations with labor.
 - E. An adequate supply of applicable equipment in good operating condition to fulfill the contract.
5. **LICENSES, PERMITS, INSURANCE, & TAXES:** All costs for required licenses, permits, insurances and taxes shall be borne by the Contractor.
6. **INSURANCE:**
 - A. The amount and types of insurance required should be reasonably commensurate with the hazards and magnitude of the undertaking, but in no event of lesser amount nor more restrictive than the limits of liability and schedule of hazards below described. Without limiting its liability under the contract agreement, the Contractor shall procure and maintain, at its expense during the life of this contract, insurance of the types in the minimum amounts stated below:

SCHEDULE

WORKERS COMPENSATION

As required by the State of South Carolina.

COMPREHENSIVE GENERAL LIABILITY

Premises Operations

Contractual Liability

Independent Contractors

Personal Injury

Products - Completed Operations

AUTOMOBILE LIABILITY

All Owned, Non-Owned, and Hired

LIMIT

Statutory

\$1,000,000 Single Limit

\$ 100,000 Combined

- B. The Contractor's comprehensive general liability policy shall also include blanket contractual liability coverage or shall be endorsed to cover the liability assumed by the Contractor. Said insurance shall be written by a company or companies approved to do business in the State of South Carolina and acceptable to the County. Before commencing any work hereunder, certificates evidencing the maintenance of said insurance shall be furnished to the County of Lexington. The County of Lexington, its officials, employees and volunteers are to be covered as

insured's as respects: liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the contract; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the County of Lexington, its officials, employees or volunteers. To accomplish this objective, the County of Lexington shall be named as an additional insured under the Contractor's insurance as outlined above.

- C. The Contractor shall take out and maintain, during the life of this contract, the statutory Workmen's Compensation and Employer's Liability Insurance for all of his employees to be engaged in work on the project under this contract, and in case any such work is sublet, the Contractor shall require the subcontractor similarly to provide Workmen's Compensation and Employer's Liability Insurance for all of the latter's employees to be engaged in such work.
- D. Contractors insurance coverage shall be primary insurance as respects the County of Lexington, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County of Lexington shall be in excess of the Contractor's insurance and shall not be required to contribute. To accomplish this objective, the following wording should be incorporated in the previously referenced additional insured endorsement:

Other Insurance: This insurance is primary, and our obligations are not affected by any other insurance carried by the additional insured whether primary, excess, contingent or on another basis.

- E. Each insurance required by the County of Lexington shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the County of Lexington.
 - F. Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all the requirements stated herein.
 - G. All certificates and endorsements must be received and approved by the County of Lexington within ten (10) days after notification of award.
 - H. The County, its officers and employees shall be named as an "additional insured" in the Automobile and General Liability policies and it shall be stated on the Insurance Certificate with the provision that this coverage "is primary to all other coverage the County may possess".
 - I. Lexington County reserves the right to review and approve contracted vendor's insurance carrier.
7. **BIDDERS RESPONSIBILITY:** Each bidder shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this bid. It is expected that this will sometimes require on-site observation. The failure or omission of a bidder to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this bid or to the contract.
8. **AWARD CRITERIA:** The contract shall be awarded to the lowest responsible and responsive bidder(s) whose bid meets the requirements and criteria set forth in the Invitation for Bid. The award can be made to one or a multiple of contractors; whichever is in the best interest of the County, or unless otherwise stated on bidder's schedule.

All things considered equal, tied bids will be resolved by the flip of the coin, or to the contractor whose office is located within Lexington County, whichever the case may be.

9. **WAIVER:** The County reserves the right to waive any Instruction to Bidders, General or Special Provisions, General or Special Conditions, or specifications deviation if deemed to be in the best interest of the County.
10. **COMPETITION:** This solicitation is intended to promote competition. If any language, specifications, terms and conditions, or any combination thereof restricts or limits the requirements in this solicitation to a single source, it shall be the responsibility of the interested Contractor to notify the Procurement Services Office in writing no less than five (5) days prior to the opening date. The solicitation may or may not be changed but a review of such notification will be made prior to the award.
11. **REJECTION:** Lexington County reserves the right to reject any bid that contains prices for individual items or services that are inconsistent or unrealistic when compared to other prices in the same or other bids or ambiguous bids which are uncertain as to terms, delivery, quantity, or compliance with specifications may be rejected or otherwise disregarded if such action is in the best interest of the County.
12. **WORK HOURS:**
 - 12.1 The normal working hours per day will be limited from 7:00 AM E.S.T to 5:30 PM E.S.T Monday through Friday provided sufficient daylight is available.
 - 12.2 The Contractor shall not perform work on Saturday, Sunday or Holidays.
 - 12.3 The following days are recognized as holidays by the owner:
 - New Years Day
 - Martin Luther King Day
 - Presidents Day
 - Confederate Memorial Day
 - Memorial Day
 - Independence Day
 - Labor Day
 - Veterans Day
 - Day after Thanksgiving
 - Thanksgiving Day
 - Christmas Eve
 - Christmas Day
 - Day after Christmas
 - 12.4 When such recognized holidays fall on a Saturday or Sunday, the Owner may at its discretion, declare the preceding Friday or following Monday as a holiday. In the event that the Governor of the State/Board of County Commissioners shall declare any day or days preceding or following a holiday as a holiday, the Owner may, at its discretion, also declare such day or days as holidays.

GENERAL CONDITIONS

1. **DEFAULT:** In case of default by the Contractor, the County reserves the right to purchase any or all items in default in the open market, charging the Contractor with any excessive costs. Should such charge be assessed, no subsequent bids will be considered or purchase orders issued to the defaulting Contractor until the assessed charge has been satisfied.
2. **NON-APPROPRIATION:** Any contract entered into by the County resulting from this bid invitation shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year.
3. **INDEMNIFICATION:** The Contractor agrees to indemnify and hold harmless the County of Lexington and all County officers, agents and employees from claims, suits, actions, damages and costs of every name and description, arising out of or resulting from the use of any materials furnished by the Contractor, provided that such liability is not attributable to negligence on the part of the County or failure of the County to use the materials in the manner outlined by the Contractor in descriptive literature or specifications submitted with the Contractor's bid.
4. **CONTRACT ADMINISTRATION:** Questions or problems arising after award of this contract shall be directed to the Procurement Officer. Copies of all correspondence concerning this contract shall be sent to the Procurement Manager, 212 South Lake Drive, Suite 503, Lexington, SC 29072. All change orders must be authorized in writing by the Procurement Manager. Lexington County shall not be bound to any change in the original contract unless approved in writing by the Procurement Manager.
5. **PUBLICITY RELEASES:** Contractor agrees not to refer to the award of this contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the User. The Contractor shall not have the right to include the County's name in its published list of customers without prior approval of the County. With regard to news releases, only the name of the County, type and duration of contract may be used and then only with prior approval of the County. The Contractor also agrees not to publish, or cite in any form, any comments or quotes from the County staff unless it is a direct quote from the Public Information Officer.
6. **QUALITY OF PRODUCT:** Unless otherwise indicated in this bid it is understood and agreed that any items offered or shipped on this bid shall be new and in first class condition unless otherwise indicated herein.
7. **S.C. LAW CLAUSE:** Upon award of a contract under this bid, the person, partnership, association or corporation to whom the award is made must comply with the laws of South Carolina which require such person or entity to be authorized and/or licensed to do business with this State. Notwithstanding the fact that applicable statutes may exempt or exclude the successful bidder from requirements that it be authorized and/or licensed to do business in this State, by submission of this signed bid, the bidder agrees to subject himself to the jurisdiction and process of the courts of the State of South Carolina as to all matters and disputes arising or to arise under the contract and the performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State.
8. **ASSIGNMENT:** No contract or its provisions may be assigned, sublet, or transferred without the written consent of the Procurement Manager.
9. **AFFIRMATIVE ACTION:** The successful bidder will take affirmative action in complying with all Federal and State requirements concerning fair employment and treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin or physical handicap. The Contractor agrees that it will not discriminate in hiring, promotion, treatment, or other terms and

conditions of employment based upon race, sex, national origin, age, disability, or in any way violation of Title VII of 1964 Civil Rights Act and amendments or the South Carolina Human Affairs Law, except as permitted by said laws.

10. BIDDING CONDITION OF PRICE: All bid prices submitted shall remain effective for a minimum period of 90 days, or until evaluation of bids is complete and award is made. Thereafter, the contract prices shall remain effective for the term of the contract.
11. 7% S.C. SALES TAX: The County shall add 7% sales tax to all orders; however lump sum bids shall include sales tax in bid price unless otherwise noted. ***By submission of a signed bid, you are certifying, under penalties of perjury, that you comply with Title 12, Chapter 36, Article 1 of the SC Code of Laws relating to payment of any applicable taxes. This will certify to the County your compliance.***
 - A. Forms to register for all taxes administered by the South Carolina Department of Revenue may be obtained by calling the License and Registration Section at (803) 898-5872 or by writing to the South Carolina Department of Revenue, Registration Unit, Columbia, South Carolina 29214-0140.
12. PAYMENT TERMS: Payment will be made within thirty (30) days after receipt of an accurate, undisputed, and properly submitted invoice to the County after acceptance of completed order/project. Early payment discount, if available, will be calculated from date of acceptance. Application for payment shall reflect services completed through the last day of the month. **There will be no exceptions to these payment terms unless approval is obtained in writing from the Procurement Manager prior to bid opening date.** All invoices and correspondence shall be sent to: Procurement Services, County of Lexington, 212 South Lake Drive, Lexington, SC 29072-3493
13. BID REQUIREMENTS: Bid requirements on the equipment specified are not intended to be restrictive to potential bidders, but indicate the required features for satisfactory performance. Lexington County will determine if minor deviations from these features are acceptable.
14. DEVIATIONS FROM SPECIFICATIONS: Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and successful bidder will be held responsible therefore. Deviations must be explained in detail on separate attached sheet(s). The listing of deviations, if any, is required but will not be construed as waiving any requirements of the specifications. Deviations found in the evaluation of the bid and not listed may be cause for rejection. Bidders offering substitute or equal items must provide information sufficient enough to determine acceptability of item offered.
15. CONTRACT: This bid and submitted documents, when properly accepted by Lexington County along with a written purchase order, shall constitute a contract equally binding between the successful offeror, and Lexington County. No different or additional terms will become a part of this contract with the exception of a Change Order.
16. CHANGE ORDERS: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the Procurement Manager.
17. AMENDMENTS: All amendments to and interpretations of this solicitation shall be in writing and issued by the Procurement Manager of Lexington County. Lexington County shall not be legally bound by any amendment or interpretation that is not in writing.
18. BID EVALUATION: Bids received will be evaluated by the Procurement Manager or designee. However, based on bid total, final decision for bid award may rest with the Lexington County Council.

Factors to be considered during the evaluation process include, but are not limited to:

- A. Cost
- B. Reputation and dependability of the Contractor

19. **ARBITRATION:** Under no circumstances and with no exception will Lexington County act as arbitrator between the contractors.
20. **DELIVERY:** Lexington County requires that delivery be made to specified destination within the shortest time frame possible. Delivery shall arrive between the hours of 8:00 a.m. and 4:30 p.m., Monday through Friday, provided that such day is not a legal holiday. The current purchase order number must be indicated on all delivery tickets.
21. **SHIPPING:** All deliveries shall be shipped F.O.B. point Destination-freight prepaid, the seller pays and bears all freight charges; collect shipments will not be accepted. It is agreed by the parties hereto that delivery by the Contractor to the common carrier does not constitute delivery to the County. Any claim for loss or damage shall be between the Contractor and the carrier.
22. **"OR APPROVED EQUAL":** Certain processes, types of equipment or kinds of material are described in the specifications and/or on the drawings by means of trade/brand names and catalog numbers. In each instance where this occurs, it is understood and inferred that such description is followed by the words "or approved equal". Such method of description is intended merely as a means of establishing a standard of comparability. However, the Owner reserves the right to select the items, which, in the judgment of the Owner, are best suited to the needs of the Owner, based on price, quality, service, availability and other relative factors. Bidders should indicate brand name, model, model number, size, type, weight, color, etc., of the item bid, if not exactly the same as the item specified. Vendor's stock number or catalog number is not sufficient to meet this requirement. If any bidder desires to furnish an item different from the specifications, vendor should submit along with the bid, the information, data, pictures, designs, cuts, etc., of the material they plan to furnish so as to enable the Owner to compare the material specified; and, such material shall be given due consideration. The Owner reserves the right to insist upon, and receive items as specified if the submitted items do not meet the Owner's standards for acceptance.
23. **ALTERNATE BIDS:** Bidders wishing to submit an alternate for consideration that does not meet the county specifications (or approved deviations), must submit their proposal as an alternate bid.
24. **PROMPT PAYMENT DISCOUNT TERMS:** Prompt payment discount terms will be calculated from the point of complete order acceptance for services and/or commodities ordered.
25. **DRUG-FREE WORKPLACE:** By submittal of this bid, you are certifying that you will comply with Title 44, Code of Laws of South Carolina, 1976, Section 44-107-30.
26. **ILLEGAL IMMIGRATION & PUBLIC CONTRACTS:** In accordance with the South Carolina Illegal Immigration Reform Act, 2008, Act No. 280. Section 3 of this Act added to Chapter 14 to Title 8 of the South Carolina Code of Laws prohibits covered persons from entering into covered contracts unless the Contractor agrees either (a) to verify all new employees through the federal work authorization program [and requires the same from subcontractors and sub-subcontractors] or (b) to employ only qualifying workers. Effectively, the Act also requires contractors to agree to provide any documentation required to establish either (a) that the Act does or does not apply to the Contractor, subcontractor, or sub-subcontractor; or (b) that the Contractor, and any subcontractor or sub-subcontractor, are in compliance with Section 3 of the Act."
27. **NO CONTACT POLICY:** After the date and time established for receipt of proposals by the County, any contact initiated by any offeror with any County representative, other than the Procurement Officer listed

herein, concerning this request for proposals is prohibited. Any such unauthorized contact may cause the disqualification of the offeror from this procurement transaction.

28. ESTIMATED QUANTITIES:

- A. The Owner has endeavored to estimate the proposed quantities as accurately as possible using the latest information available for the project. Within fifteen (15) calendar days after the issuance of the Notice to Proceed, the Contractor shall provide written verification of the quantities. Failure to do so shall imply the Contractor's acceptance of the quantities.
- B. In addition, it will be the Contractor's responsibility to inform the Engineer/Inspector when any item of work (excluding lump sum items) is within 90% of the proposed quantity.
- C. To affect the increase, deletion, and/or substitution, a "no cost" or "cost" change order signed by the Contractor must be submitted to the Procurement Manager by the engineer. No work shall be performed prior to approval of such change order.

29. CONTINGENT ITEMS:

- A. Construction Item(s) identified as being contingent on the "Summary of Quantities" sheets of the plans, in the column headed "Contingent" and/or listed herein are provided in the Contract for use as directed by the Engineer and shall be included as part of the proposal base bid unless otherwise specified. The quantities for these items are established for the purpose of obtaining a bid price and shall be included as part of the proposal base bid unless otherwise specified. The quantities for these contingent items may be increased or decreased without any adjustment to the Contract unit price bid or the contingent items may be deleted entirely from the Contract by the Engineer without negotiation. The Contractor will not be allowed to submit a claim against the Owner for any adjustment to the Contract unit price bid should the contingent items be increased, decreased or eliminated entirely.
- B. Payment for any contingent items used will be made on the basis of the quantities as actually measured. Materials, Construction Requirements, and Basis of Payment shall be as specified in the Specifications, Supplement to the Specifications, Interim Specifications or Addenda, Plans or Special Provisions.

30. ABATEMENT OF WATER POLLUTION BY SEDIMENTATION: The Contractor's attention is specifically directed to the fact that it is of the utmost importance during the life of this contract that control of water pollution due to sedimentation be accomplished as shown on the engineering drawings and/or in accordance with South Carolina D.H.E.C. requirements. The restrictions contained therein shall be strictly enforced and the Contractor is cautioned, therefore, to make every effort possible to comply with these regulations, and shall conduct his operations in such a manner as to keep to an absolute minimum amount of sedimentation introduced in to any stream or watercourse.

31. CONTRACTORS OBLIGATIONS: The Contractor shall and will, in good workmanlike manner, do and perform all work and furnish all supplies and materials, machinery, equipment, facilities and means, except as herein otherwise expressly specified, necessary or proper to perform and complete all the work required by this contract, within the time herein specified, in accordance with the Plans and Plan Drawings covered by this contract and any and all supplemental Plans and Drawings, and in accordance with the directions of the Engineer as given from time to time during the progress of the work. It shall furnish, erect, maintain and remove such construction plant and such temporary works as may be required. The Contractor shall observe, comply with, and be subject to all terms, conditions, requirements, and limitations of the Contract and Specifications, and shall do, carry on, and complete the entire work to the satisfaction of the Engineer and the Owner.

32. **SUPERINTENDENCE BY CONTRACTOR:** At the site of work, the Contractor shall employ a superintendent or foreman who shall have full authority to act for the Contractor. It is understood that such representative shall be acceptable to the Engineer.
33. **ENGINEER AUTHORITY:** The Engineer shall give all orders and directions contemplated under this Contract and Specifications relative to the execution of the work. The Engineer shall determine the amount, quality, acceptability, and fitness of the several kinds of work and materials which are to be paid for under the construction thereof. The Engineer's estimates and decisions shall be final and conclusive, except as herein otherwise expressly provided. In case any questions shall arise between the parties hereto relative to said Contract or Specifications, the determination or decision of the Engineer shall be a condition precedent to the right of the Contractor to receive any money or for work under Contract affected in any manner or to any extent by such question.

The Engineer shall decide the meaning and intent of any portion of the Specifications and any Plan or Drawings where the same may be found obscure or be in dispute. Any differences or conflicts in regard to their work which may arise between the Contractor under this Contract and other contractors performing work for the Owner shall be adjusted and determined by the Engineer.

34. **INSPECTION AND INSPECTOR AUTHORITY:** The authorized representatives and agents of the Owner shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices materials and other relevant data and records.
- A. Inspectors, employed by the Engineer, shall be authorized to inspect all work done and materials furnished. Such inspection may extend to all or part and to the preparation or manufacture of the materials to be used. An inspector or inspectors will be stationed on site and will report to the Engineer as to the progress of the work and the manner in which it is being performed; also to report whenever it appears that the materials furnished and work performed by the Contractor fail to fulfill the requirements of the Specifications and Contract; and to call to the attention of the Contractor any such failure and other default; but no inspection nor any failure to inspect, at any time or place, however, shall relieve the Contractor from any obligation to perform all of the work strictly in accordance with the requirements of the Specifications. In case of dispute arising between the Contractor and any inspector as to the materials furnished or the manner of performing the work, the inspector shall have the authority to reject materials or suspend the work until the question at issue can be referred to and decided by the Engineer.
 - B. The inspectors shall perform such other duties as are assigned to them. They shall not be authorized to revoke, alter, enlarge, or release any requirements of these Specifications, not to approve or accept any portion of work, not to issue instructions contrary to the Plans and Specifications. Inspectors shall in no case act as foremen to perform other duties for the Contractor, nor interfere with the management of the work by the latter. Any instructions which the inspectors may give the Contractor shall in no way be construed as binding the Engineer or the Owner in any way, nor releasing the Contractor from fulfillment of the terms of the Contract.
35. **USE OF PREMISES AND REMOVAL OF DEBRIS:** The Contractor expressly undertakes at its own expense:
- A. To take every precaution against injuries to persons or damage to property.
 - B. To store its apparatus, materials, supplies, and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of its work or the work of any other contractors.
 - C. To place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work. To clean up frequently all refuse, rubbish, scrap materials, and debris caused by its operations, to the end that at all times the site of the work shall present a neat, orderly, and workmanlike appearance.

- D. Before final payment to remove all surplus material, false work, temporary structures, including foundations thereof, plants of any description and debris of every nature resulting from its operations, and to put the site in a neat, orderly condition.
 - E. To affect all cutting, fitting or patching of its work required to same to conform to the Plans and Specifications and, except with the consent of the Engineer, not to cut or otherwise alter the work of any other contractor.
36. PUBLIC CONVENIENCE AND SAFETY: In addition to the requirements of SCDOT Standard Specifications for Highway Construction, add the following provisions:
- A. Dust control by sprinkling or the use of chemicals shall be performed by the Contractor to the satisfaction of the Engineer.
 - B. The condition of the work at all times shall be such that sudden storms or prolonged rainfall will not cause such damage to property in the vicinity of the work that could in any way be attributed to the performance of the work.
 - C. If, in the opinion of the Engineer, the public has been inconvenienced to a great extent, or that certain conditions provide a threat to public safety, or that work performed by the Contractor has caused damage to property in the area of the work, which has not been remedied quickly and satisfactorily, the Engineer shall have the authority to order all operations to cease until such time as such conditions are remedied to his satisfaction, and any delay caused thereby shall not be considered just cause for any extension of time in completion of the Contract. Upon refusal of the Contractor to promptly comply with this requirement, the Engineer/Owner shall have the right to perform such work as may be required, at the expense of the Contractor.
 - D. In the event of temporary suspension of work, or during inclement weather, or whenever the Engineer shall direct, the Contractor will, and will cause its subcontractors to protect carefully its and their work and materials against damage or injury from the weather. If, in the opinion of the Engineer, any work or materials shall have been damaged or injured by reason of failure on the part of the Contractor or any of its subcontractors to so protect its work, such materials shall be removed and replaced at the expense of the Contractor.
37. SUSPENSION OF WORK: Should the Owner be prevented or enjoined from proceeding with work or from authorizing its prosecution either before or after its prosecution, by reason of any litigation, the Contractor shall not be entitled to make or assert claim for damage by reason of said delay, but time for completion of the work will be extended to such reasonable time as the Owner may determine will compensate for time lost by such delay with such determination to be set forth in writing.
38. CORRECTION OF WORK: All work, all materials, whether incorporated in the work or not, all processes of manufacture, and all methods of construction shall be at all times and places subject to the inspection of the Engineer, who shall be the final judge of the quality and suitability of the work, materials, processes of manufacture, and methods of construction for the purposes for which they are used.
- Any defective work, whether the result of poor workmanship, use of defective materials, damage through carelessness or any other cause, found to exist shall be removed and replaced by work and materials which shall conform to the Specifications or shall be remedied otherwise in an acceptable manner authorized by the Engineer.
- Upon failure on the part of the Contractor to comply promptly with any order of the Engineer, made under the provisions of these General Provisions, the Engineer shall have authority to cause defective work to be remedied or removed and replaced and unauthorized work to be removed and to deduct the costs from any monies due or to become due the Contractor under this Contract.
39. PAYMENT TO CONTRACTOR: The Owner shall make a Progress Payment to the Contractor on the basis of a duly certified and approved estimate of the work performed during the preceding calendar

month under the Contract. To insure proper performance of the Contract, the Owner shall retain ten percent (10%) of the amount of each estimate until final completion and acceptance of all work covered by the Contract.

The Contractor shall submit a pencil copy of a weekly estimate to the County Inspector (on-site) for review and approval. The hard copies shall be submitted to the Project Manager, Lexington County Engineering Department, along with all necessary attachments supporting his claim.

The Owner reserves the right to withhold all or any part thereof of monies due, if in the opinion of the Owner, the completed work is found not to be in conformance with the Plans and Specifications, defective and/or damaged by negligence by the Contractor and/or his employees. This above shall also apply to previously approved work by the Inspector which may require correction/replacement or become defective due to negligence and/or workmanship by the Contractor. This shall also include unsatisfactory prosecution of the work, failure to furnish required submittals, and/or unapproved testing procedures.

In preparing estimates, the material delivered on the site and preparatory work done may be taken into consideration.

All material and work covered by partial payments made shall thereupon become the sole property of the Owner, but this provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of materials and work upon which payments have been made or the restoration of any damaged work, or as a waiver of the right of the Owner to require fulfillment of all the terms of the Contract.

The Contractor agrees that it will indemnify and hold the Owner harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, material men, and furnishers of machinery and parts thereof, equipment, power tools, and all supplies, including commissary, incurred in the furtherance of the performance of this Contract. The Contractor shall, at the Owner's request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have to be paid, discharged, or waived. If the Contractor fails to do so, then the Owner may, after having served written notice, direct, or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed, in accordance with the terms of this Contract, but in no event shall the provisions of this sentence be constructed to impose any obligations upon the Owner to either the Contractor or its Surety. In paying any unpaid bills of the Contractor, the Owner shall be deemed the agent of the Contract, and any payment so made by the Owner, shall be considered as a payment made under the Contract by the Owner to the Contractor, and the Owner shall not be liable to the Contractor for any such payment made in good faith.

40. **TERMINATION:** Subject to the provisions below, the contract may be terminated for any reason by the County providing a 30 day advance notice in writing is given to the contractor.
- A. **Termination for Cause:** Termination by the County for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provisions, termination costs, if any, shall not apply. The thirty (30) days advance written notice requirement is waived and the default provision in this bid shall apply; see General Conditions.
 - B. **Termination for Convenience:** The County, by written notice, may terminate this contract in whole or in part, when it is in the best interest of the County.
 - C. **Termination requirement does not apply** if contract is to terminate at the end of an established contract term.
 - D. **Termination for Nonappropriations:** If the Lexington County Council fails to appropriate or authorize the expenditure of sufficient funds to provide the continuation of this contract, or if a lawful order issued in or for any fiscal year during the term of the contract reduces the funds appropriated or authorized in such amount as to preclude making the payments set out therein, the

contract shall terminate on the date said funds are no longer available without any termination charges or other liability incurring to the County. Any termination for non-appropriations shall not prohibit the County from obtaining services from another source or in another manner, which is in the best interest of the County.

41. **TIME FOR COMPLETION AND LIQUIDATED DAMAGES:** It is hereby understood and mutually agreed, by and between the Contractor and Owner, that the date of beginning and the time for completion as specified in the Contract of work to be done hereunder are **ESSENTIAL CONDITIONS** of this Contract; and it is further mutually understood and agreed that the work embraced in this Contract shall be commenced on a date to be specified in the Notice to Proceed.

The Contractor agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at a rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the Owner, that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climate range and usual industrial conditions prevailing in this locality.

If the said Contractor shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the Owner, then the Contractor does hereby agree, as part consideration for the awarding of this Contract, to pay the Owner the amount specified in the Contract, not as a penalty but as liquidated damages for such breach of Contract as hereinafter set forth, for each and every calendar day that Contractor shall be in default after the time stipulated in the Contract for completing the work.

The said amount is fixed and agreed upon by and between the Contractor and the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain, and said amount is agreed to be the amount of damages which the Owner would sustain and said amount shall be retained from time to time by the Owner from current periodical estimates.

It is further agreed that time is of the essence of each and every portion of this Contract and of the Specification wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the Contract an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be the essence of this Contract. Provided that the Contractor shall not be charged with liquidated damages or any excess cost when the owner determines that the Contractor is without fault and the Contractor's reasons for the time extension are acceptable to the Owner; provided further that the Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due:

- a. To any preference, priority or allocation order duly issued by the Government;
- b. To unforeseeable cause beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, or the public enemy, acts of the Owner, acts of another Contractor in the performance of a Contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and severe weather; and
- c. To any delays of subcontractors or suppliers occasioned by any of the causes specified in subsections a. and b. of this article; provided further, that the Contractor shall, within ten (10) days from beginning of such delay, unless the Owner shall grant a further period of time prior to the date of final settlement of the Contract, notify the Owner, in writing, of the cause of delay, who shall ascertain the facts and extent of the delay and notify the Contractor within a reasonable time of its decision in the matter.

42. **FINAL WALK THRU INSPECTION:** The Final Walk Thru Inspection shall be performed by all parties involved at the project completion. The Contractor shall inform the Project Manager, in writing, for the substantial completion date of the project. The Contractor will be notified by the Project Manager within ten (10) working days of any incomplete and/or defective work. The Contractor shall immediately take such measures as necessary to remedy such deficiencies (not to exceed 30 calendar days) and shall notify the Project Manager at completion of the corrections. A second inspection shall be performed as required.

COUNTY OF LEXINGTON
Procurement Services, 212 South Lake Drive, Suite 503, Lexington, SC 29072
Ph: (803) 785-8319 / Fax: (803) 785-2240

BIDDERS SCHEDULE

BID NUMBER: B15027-12/22/14S

DATE: November 26, 2104

OPENING DATE AND TIME: December 22, 2014 3:00 PM E.S.T.

OPENING LOCATION: Lexington County Procurement Office
County Administration Bldg., 5th floor
212 South Lake Drive, Suite 503, Lexington SC

PROCUREMENT: **Bush River Road Widening:** Provide all materials, equipment, and labor to widen a section of Bush River Road in accordance with the specifications, conditions, and provisions as provided herein.

AWARD: The total base bid will be used as a basis for evaluation of the bids and award of the contract. If the award of a contract is made, it will be to the lowest, responsive, responsible Bidder within the specified time for bids to remain irrevocable.

TIME OF COMPLETION: The successful bidder shall commence work within ten (10) calendar days of receipt of written "Notice to Proceed" by the Owner and fully execute and complete the project within 45 consecutive calendar days thereafter. The proposed Notice to Proceed date is **February 2, 2015** therefore the calendar date of completion will be **March 19, 2015**.

LIQUIDATED DAMAGES: The Bidder must also agree to pay as liquidated damages, the sum of **\$200.00** for each consecutive calendar day thereafter as described in the General Conditions.

WARRANTY: The successful bidder will provide a written statement of warranty against any defect, failure, etc. caused by the materials, workmanship, etc. for a period of 2-years from the time of completion.

MBE/WBE: This contract is being financed through the State C-Fund Program which is subject to state laws regarding Minority and/or Women Business Enterprises. Such business, organizations, and individuals owning and controlling same shall hereinafter be referred to as "MBE/WBE". The overall goal for participation for this contract is at least 5% of the contract bid price for MBE and 5% of the contract bid price for WBE. The successful bidder must demonstrate their attempt to meet this goal and provide verification if the goal cannot be met. The successful bidder must also provide the names of all MBE/WBE's used on the project along with the associated dollar amount. Names of certified MBEs and WBEs can be found on SCDOT's website.

**BID FORM FOR:
BUSH RIVER ROAD WIDENING**

Pay Item	Item No.	Quantity	Unit	Description	Unit Price	Total
1	103	1	LS	Mobilization		
2	203.1	80	SY	Site Excavation		
3	402.2	40	TON	Hot Mix Asphalt Base Course Type B (6" Uniform)		
4	402.3	30	TON	Hot Mix Asphalt Intermediate Course Type C (4" Uniform)		
5	601	1	LS	Maintenance of Traffic		
6	625	2670	LF	4" Fast Dry Line Striping		
7	631	1	LS	Removal of Existing Pavement Markings		
8	810	1	LS	Permanent Vegetation		
9	815	1	LS	Erosion Control Maintenance		

Total Bid = \$_____

In Words:_____

COMPANY:_____AUTHORIZED SIGNATURE:_____

The attached Certificate of Familiarity must be returned with bid.

BIDDER CHECKLIST

Bidder is acknowledging that the following items have been provided with the bid.

_____ Bid Bond
Initial

_____ Certificate of Familiarity
Initial

_____ Disadvantaged Business Enterprises Committal Sheet
Initial

_____ Listing of Subcontractors
Initial

_____ Acknowledgment of Amendment Number (if applicable) ____ - ____
Initial

COMPANY: _____ AUTHORIZED SIGNATURE: _____

The attached Certificate of Familiarity must be returned with bid.

BID NUMBER: B15027-12/22/14S

DATE: November 26, 2014

CERTIFICATE OF FAMILIARITY

The undersigned, having fully familiarized himself with the information contained within this entire solicitation and applicable amendments, submits the attached bid and other applicable information to the County, which I verify to be true and correct to the best of my knowledge. I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same materials, supplies or equipment, and is in all respects, fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid. I further certify that this bid is good for a period of ninety (90) days, unless otherwise stated.

Company Name as registered

Authorized Signature with the IRS

Correspondence Address

Printed Name

City, State, Zip

Title

Date

Telephone Number

Fax Number

CONTRACTOR'S LICENSE # _____

Remittance Address

E-mail Address (PLEASE PRINT)

City, State, Zip

Telephone Number

Toll-Free Number if available

Federal Tax ID Number

SC Sales and Use Tax Number

**DOES YOUR FIRM OWE THE COUNTY OF LEXINGTON ANY DELINQUENT BUSINESS
PROPERTY TAXES ? ___ YES/___ NO**

LISTING OF SUBCONTRACTORS

Any bidder in response to this Request for Bids shall set forth in his bid the Percent of Work, Name and Location of the place of business for each of the following subcontractors (if so specified) who may perform work or render services to the prime Contractor to or about the construction, or who will specifically fabricate or install a portion of the work. If the prime Contractor determines to use his own employees to perform any portion of the work for which he would otherwise be required to list a subcontractor, and if the prime Contractor is qualified to perform such work under the terms of the Request for Bids, the prime Contractor shall indicate this in his bid and not subcontract any of that work except with the approval of owner for good cause shown.

Pay Item/s	Contract Amount in %	Sub-Contractor's Name & License #	Address / Location

Failure to list specified subcontractors shall render the prime Contractor's bid non- responsive. No prime Contractor whose bid is accepted shall substitute any person as a subcontractor in place of the subcontractor listed in the original bid, except as specified within the contract documents.

SUPERINTENDENT, PRIME CONTRACTOR

If, as a result of this Bid a Contract is awarded, the Prime Contractor's job superintendent shall be:

Print Superintendent's Name

BIDDER: _____ SIGNATURE: _____

DISADVANTAGED BUSINESS ENTERPRISES (DBE) COMMITTAL SHEET

FAILURE TO PROVIDE ALL INFORMATION REQUIRED ON THIS FORM MAY RESULT IN THE AWARD BEING MADE TO THE NEXT LOWEST RESPONSIBLE BIDDER.

¹ Name & Address of DBE's (Subcontractor or Supplier)	² Percent	³ Description of Work and Approximate Quantity ⁶ (show percent when appropriate)				⁵ Dollar Value
		Item	Qty.	Unit	⁴ Unit Price	

- ¹ The designation of Firm A and/or B is not considered acceptable. I hereby certify that this company has communicated with and received quotes from the DBE's listed above and that they are willing to perform the work as listed above and that this company is committed to utilizing the above firm(s) on this contract.
- ² Percent - show percent of total contract amount committed to each DBE listed.
- ³ All information requested must be included unless item is listed in proposal on a lump sum basis.
- ⁴ Unit Price - show unit price quoted by DBE.
- ⁵ Dollar Value - extended amount based on Quantity and Unit Price.
- ⁶ Applies to lump sum items only.

This form may be reproduced or additional sheets added in order to provide all requested information.

SWORN to before me this

day of _____, 20

Company _____

(Seal) By: _____

Notary Public for _____

My commission expires: _____ Title: _____

TO: ANGELA M. SEYMOUR, PROCUREMENT OFFICER
FAX: 803-785-2240 or Email your questions to aseymour@lex-co.com

REQUEST FOR WRITTEN RESPONSE TO QUESTIONS
BID NO. B15027-12/22/14S
Bush River Road Widening

Deadline for submitting questions is **December 12, 2014 5:00 PM E.S.T.**

OFFEROR NAME AND ADDRESS:

DATE: _____

CONTACT PERSON: _____

TELEPHONE #: _____

FAX #: _____

(PLEASE REFER TO PAGE AND PARAGRAPH NUMBER WHEREVER POSSIBLE)

**SPECIAL PROVISIONS
BUSH RIVER ROAD WIDENING**

THE PROJECT

The Lexington County Department of Public Works is seeking competitive bids from South Carolina Department of Transportation approved contractors for the purpose of widening a section of Bush River Road to provide a turn lane to serve the Collection and Recycling Center in accordance with the specifications, conditions, and provisions provided herein. This work includes excavation, grading, and 2 foot shoulder widening to the existing portion of the road as described herein. This work also includes the removal of existing pavement markings and fast dry striping of the new configuration shown in the plans. The limits of work are described herein along with details that describe specific items of work.

Note 1: All work done by the Contractor must be in accordance with the South Carolina Department of Transportation 2007 Standard Specification for Highway Construction unless otherwise instructed by Lexington County Department of Public Works

Note 2: Erosion and sediment control plans have not been provided for this project. However, the contractor will be responsible for constructing and maintaining the site in a manner which is in compliance with the latest DHEC approved sediment and erosion control best management practices guidelines. Any and all work necessary to achieve this will be incidental to the total cost of the project.

Note 3: The Contractor will be responsible for any applicable construction staking, lines and grades.

TABLE of CONTENTS

Item No.	Title	Page No.
103	Mobilization	30
105	Control of Work	30
203.1	Site Excavation	31
211	Proof Roll Subgrade	31
402.2	Hot Mix Asphalt Base Course, Type B	32
402.3	Hot Mix Asphalt Intermediate Course, Type C	32
501	Saw Cutting	33
601	Maintenance of Traffic	33
625	4" Solid Line Fast Dry Pavement Marking	34
631	Removal of Existing Pavement Markings	35
810	Permanent Vegetation.....	35
815	Erosion Control Maintenance	36

Item No. 103 - MOBILIZATION

- .01 DESCRIPTION:** Mobilization consists of the preparatory operations including: moving personnel and equipment to the project site; paying bond and insurance premiums; establishing offices, buildings, and other facilities necessary for work on the project; and all other preparatory work or costs incurred before beginning work on the project.
- .02 MATERIALS:** N/A.
- .03 EQUIPMENT:** N/A.
- .04 CONSTRUCTION:** N/A
- .05 MEASUREMENTS AND PAYMENT:** Refer to the SCDOT 2007 Standard Specifications for Highway Construction Section 103.11 in its entirety.

Item No. 105 –CONTROL OF WORK

- .01 AUTHORITY OF THE ENGINEER:** Refer to the SCDOT 2007 Standard Specifications for Highway Construction Section 105.1 paragraph 1 and 2.
- .02 THE DESIGN PLANS:** The design plans or construction plans, if applicable, will be provided by the Owner. Also refer to the SCDOT 2007 Standard Specifications for Highway Construction Section 105.2 paragraph 1 in its entirety.
- .03 CONFORMITY WITH PLANS AND SPECIFICATIONS:** Refer to the SCDOT 2007 Standard Specifications for Highway Construction Section 105.3 in its entirety.
- .04 COORDINATION OF PLANS, SPECIFICATIONS, AND SPECIAL PROVISIONS:** The Owner will provide the Construction Plans, if applicable, and specifications for materials. It is the responsibility of the Contractor to have a complete understanding of the work to be preformed prior to beginning any work. It is the responsibility of the Contractor to point out any discrepancy in the plans and/or specifications prior to any work being preformed. The engineer will determine any necessary changes to the plans or specifications prior to the work being preformed. The Owner is not responsible for any work performed without these corrections and interpretations.
- .05 COOPERATION BY CONTRACTOR:** Refer to the SCDOT 2007 Standard Specifications for Highway Construction Section 105.5 in its entirety.
- .06 COOPERATION WITH UTILITIES:** Refer to the SCDOT 2007 Standard Specifications for Highway Construction Section 105.6 in its entirety.
- .07 COOPERATION BETWEEN CONTRACTORS:** If applicable refer to the SCDOT 2007 Standard Specifications for Highway Construction Section 105.7 in its entirety.
- .08 CONSTRUCTION STAKES, LINES, AND GRADES:** If applicable refer to the SCDOT 2007 Standard Specifications for Highway Construction Section 105.8 in its entirety.
- .09 AUTHORITY AND DUTIES OF THE ENGINEERS REPRESENTATIVES:** Refer to the SCDOT 2007 Standard Specifications for Highway Construction Section 105.9 in its entirety.

- .10 INSPECTION OF WORK:** Refer to the SCDOT 2007 Standard Specifications for Highway Construction Section 105.10 in its entirety.
- .11 REMOVAL OF UNACCEPTABLE AND UNAUTHORIZED WORK:** Refer to the SCDOT 2007 Standard Specifications for Highway Construction Section 105.11 in its entirety.
- .12 LOAD RESTRICTIONS:** Refer to the SCDOT 2007 Standard Specifications for Highway Construction Section 105.12 in its entirety.
- .13 FAILURE TO MAINTAIN ROADWAY STRUCTURE:** Refer to the SCDOT 2007 Standard Specifications for Highway Construction Section 105.12 in its entirety

Item No. 203.1 – SITE EXCAVATION

- .01 DESCRIPTION:** This work shall consist of the clearing, grubbing, grading, and removal of material necessary to construct a roadway shoulder for roadway widening. This work will include the placement of shoulder back-up material prior to vegetation. Exact limits of each location shall be coordinated with the County Engineer or designee.
- .02 MATERIALS:** Refer to the SCDOT 2007 Standard Specifications for Highway Construction Section 203 in its entirety.
- .03 EQUIPMENT:** Refer to the SCDOT 2007 Standard Specifications for Highway Construction Section 203 in its entirety.
- .04 CONSTRUCTION:** Refer to the SCDOT 2007 Standard Specifications for Highway Construction Section 203 in its entirety and the following:
 - A. Clearing and Grubbing may be necessary prior to excavation and will be considered incidental to construction.
 - B. Limits of disturbance shall not exceed the limits of the existing right of way.
 - C. The placement of shoulder material shall be placed prior to the placement of permanent vegetation and is included in this item of work.
- .05 MEASUREMENT AND PAYMENT:** Site Excavation will not be measured but will be paid for as a Lump Sum item upon completion of the work. Payment shall be full compensation for all labor, materials, equipment, excavation, disposal and incidentals necessary to complete this item of work.

Item No. 211 – PROOF ROLL SUBGRADE

- .01 DESCRIPTION:** This work shall consist of furnishing and operating a heavy, pneumatic-tired equipment for testing the roadway subgrade for stability and uniformity of compaction.
- .02 MATERIALS:** None
- .03 EQUIPMENT:** Proof rolling equipment shall consist of a fully loaded tandem axle dump truck or an equivalent approved by the Engineer. Use only equipment with air-filled pneumatic tires. Do not use liquid-filled tires. Ensure that the tires have a pressure between 70 and 90 psi while proof rolling. Use equipment with tires mounted on articulated axles so that all wheels on the same axle carry approximately equal loads when operated over uneven surfaces.

.04 CONSTRUCTION:

- A. Perform proof rolling in the presence of the Engineer or approved inspector.
- B. Operate proof rolling equipment at a speed between 200 and 300 feet per minute.
- C. Make a minimum of 3 passes over each area proof rolled.
- D. Correct areas shown by the proof rolling operation to be unstable or non-uniform. After correction of these deficient areas, repeat the proof rolling operation

.05 MEASUREMENT AND PAYMENT: Proof Rolling will not be measured for payment, but shall be considered incidental to the applicable pay item associated with the work.

Item No. 402.2 - HOT MIX ASPHALT, BASE COURSE, TYPE B

Item No. 402.3 - HOT MIX ASPHALT INTERMEDIATE COURSE, TYPE C

.01 DESCRIPTION: This work shall consist of furnishing and installing Hot Mix Asphalt (HMA) as shown herein or as directed by the Engineer. HMA shall consist of crushed stone, crushed slag, or crushed gravel and fine aggregate, slag, stone screening or a combination thereof combined with asphalt cement. The Engineer will permit the use of HMA Surface Course containing Rap material in the specified mixes. This material must meet SCDOT requirements. At any time during the period of the Contract, the Owner may increase, decrease, delete, or substitute HMA tonnage listed herein at its discretion.

.02 MATERIALS: Refer to the SCDOT 2007 Standard Specifications for Highway Construction Section 403.2 in its entirety.

.03 EQUIPMENT: Refer to the SCDOT 2007 Standard Specifications for Highway Construction Section 403.3 in its entirety.

.04 CONSTRUCTION: Refer to the SCDOT 2007 Standard Specifications for Highway Construction Section 403.4 in its entirety and the following:

- A. A pre-pave meeting with the Contractor, Engineer, Inspector, and Paving Foreman shall be held prior to HMA placement for each of the locations listed herein.
- B. The Contractor shall apply a prime coat to prepared base in accordance to SCDOT Specifications Section 401.4.18. Delay prime coat application as necessary to achieve uniform penetration of the base course. Apply the prime coat at a rate of 0.25 to 0.28 gallons per square yard of asphalt. The method of application is prescribed in pertinent sections of SCDOT Specifications Section 400.
- C. When it is necessary to maintain traffic on a road or a section of road before the prime coat has time to sufficiently dry to prevent pickup, apply sand or some approved granular material as a cover as directed by the Engineer. The cost of furnishing this material and performing this work shall be incidental to the cost of the Hot Mix Asphalt.
- D. The Contractor shall protect the pavement against damage from all causes. Any part of the pavement that is damaged shall be repaired or replaced by and at the expense of the Contractor.
- E. HMA shall be placed only when the ambient air temperature at the surface is at least 40° F and rising.
- F. All HMA shall be compacted by rolling, with approved equipment, to an in-place density of 92.0 to 97.0 percent of the maximum density.
- G. Testing of Hot Mix Asphalt (HMA) pavements shall be in accordance with SCDOT Specifications Section 401.4.20/21 at the Contractor's expense. Copies of all test results shall

be given to the Owner.

.05 MEASUREMENT AND PAYMENT: Refer to Section 401.5 and Section 403.5 of the SCDOT Specification Booklet and the following:

- A. Hot Mix Asphalt pavements will be measured and paid for at the Contract unit price bid per ton for the respective types of HMA. The payment will be full compensation for furnishing, mixing, hauling, placing, testing, tack coat, labor, equipment, tools and incidentals necessary to complete the work.
- B. Any coordination with utility companies required by the Contractor shall be incidental to Item no. 401 unless otherwise specified in the Contract documents.
- C. All costs for constructing or removal of tie-ins, final or temporary shall be considered incidental to the price per ton for HMA Surface Course.
- D. HMA shall be compacted to an in place density of 92 to 97 percent of the maximum density. If the Contractor obtains 92 to 97 percent densities, payment will be made at 100% of the Contract unit price bid per ton for the material at that density. Likewise densities from 91.9 to 90.5 will be paid at 93% of the Contract unit price bid per ton for the material at that density. All densities falling below 89.9 percent shall either be milled out and replaced or left in place at the Engineer's discretion. When the Engineer determines to reject a lot, the lot shall be replaced at no cost to the Owner.

Item No. 501 - SAW CUTTING

.01 DESCRIPTION: This work shall consist of Saw Cutting at the locations where the new and old surfaces meet and/or as directed by the Engineer.

.02 MATERIALS:

Tack Coat
Crack Filler

.03 CONSTRUCTION:

- A. Saw cuts shall occur at all locations where the new and old surfaces meet to provide a continuous bond.
- B. Prior to placing new pavement, the entire face of existing pavement shall be coated with tack coat.
- C. After new pavement has been placed, all joints shall be filled with approved crack filler.
- D. Appropriate traffic control devices shall be in place and functional prior to commencing any work on this item.

.04 MEASUREMENT AND PAYMENT: Saw Cutting will not be measured for payment, but shall be considered incidental to Item No. 401 Hot Mix Asphalt Surface. This will include all material, labor, equipment, tools, water, and incidentals necessary to complete the work.

Item No. 601 - MAINTENANCE OF TRAFFIC

.01 DESCRIPTION: This work shall consist of all labor and material necessary to maintain traffic, both vehicular and pedestrian, on, along, or through the work area. This Item sets forth the traffic control requirements necessary for the safe and continuous maintenance of traffic throughout the area affected by the work.

- .02 MATERIALS:** All materials shall be in accordance with Division 600 of the SCDOT 2007 Standard Specifications for Highway Construction.
- .03 EQUIPMENT:** Not Applicable
- .04 CONSTRUCTION:** A predetermined Traffic Control Plan (TCP) shall be submitted seven (7) calendar days prior to the start of work. The TCP shall be submitted to the Engineer for review and verification of conformance with Part VI (Temporary Traffic Control) of the latest edition of the Manual On Uniform Traffic Control Devices (MUTCD). The TCP shall address the type, size, and placement of signs, job location and personnel to be used.
- A. All traffic control devices and methods used shall conform to the Manual on Uniform Traffic Control Devices (MUTCD), latest edition.
 - B. Contractor to provide sufficient number of flagmen and take all necessary precautions for the protection of the work area and safety of the public. When not in visual contact, flaggers shall be equipped with two-way radios to facilitate the safe flow of traffic through the construction zone.
 - C. Signs shall be new or in like-new condition. Signs that become faded, illegible, or damaged shall be replaced as directed by the Engineer.
 - D. On projects where traffic is detoured around the work area, Contractor shall place signing as shown by the TCP.
 - E. On projects where traffic is to be maintained through the work area, the Contractor shall maintain one (1) lane traffic during work hours and two (2) lanes during non-work hours. Full closure with appropriate detour will be considered on a case by case basis only.
 - F. Traffic control devices shall be erected prior to the commencement of the paving operation and shall be maintained at each paving location until operations are complete.
 - G. All salvaged material and devices, i.e. TCP signs, etc., shall become the property of the Contractor.
 - H. Weeds, shrubbery, construction equipment or material, spoil, etc., shall not be allowed to obscure any traffic control device.
 - I. Upon removal of signs, Contractor is to restore all disturbed areas, sod or pavement, to its original condition.
 - J. All personnel on the project site shall comply with Federal OSHA regulations. At a minimum, all personnel shall wear reflective safety vests within the work zone.
 - K. All lane closures and times shall be submitted by the Contractor in their Traffic Control Plan for approval by the Engineer.
- .05 MEASUREMENT AND PAYMENT:** Maintenance of traffic will not be measured for payment, but will be paid as a Lump Sum item distributed proportionately to each month's pay request. Any discrepancies from the contract plans and/or the MUTCD will be documented and provided to the Contractor for resolution. Any discrepancies not resolved by the Contractor may constitute a corresponding reduction of payment. Payment will be full compensation for all labor and materials necessary to maintain traffic including but not limited to flagmen, signs, temporary pavement markings, lights, water, barricades, and furnishing, placing, replacing, repairing, restoring, and moving traffic control devices necessary for the fulfillment of the contract requirements and implementation of the approved TCP.

Item No. 625 - 4" LINES, FAST DRY PAVEMENT MARKING

- .01 DESCRIPTION:** This work shall consist of furnishing and installing 4 inch wide white and yellow fast dry lines to be used for pavement markings. This item shall be used at locations and

to the limits as shown in the striping plan, marked in the field, listed herein, and/or as directed by the Engineer. This work shall include all materials, equipment, labor and incidentals necessary to complete the work.

- .02 MATERIALS:** Refer to the SCDOT 2007 Standard Specifications for Highway Construction Section 625.2 in its entirety.
- .03 EQUIPMENT:** Refer to the SCDOT 2007 Standard Specifications for Highway Construction Section 625.3 in its entirety.
- .04 CONSTRUCTION:** Refer to the SCDOT 2007 Standard Specifications for Highway Construction Section 625.4 in its entirety.
- .05 MEASUREMENT AND PAYMENT:** Lines will be measured and paid for at the Contract unit price bid per lineal foot. The bid quantity provided will be used for payment of any striping required by the striping plan. The payment will be full compensation for all material, labor, equipment, tools, and incidentals necessary to complete the work.

Item No. 631 – REMOVAL OF EXISTING PAVEMENT MARKINGS

- .01 DESCRIPTION:** This work shall consist of the removal of existing pavement markings prior to the placement of new pavement markings. This includes the removal of existing markings and the capturing and hauling of removed material. Refer to the SCDOT 2007 Standard Specifications for Highway Construction Section 631 in its entirety.
- .02 MATERIALS:** None.
- .03 EQUIPMENT:** Refer to the SCDOT 2007 Standard Specifications for Highway Construction Section 631.3 in its entirety.
- .04 CONSTRUCTION:** Refer to the SCDOT 2007 Standard Specifications for Highway Construction Section 631.4 in its entirety.
- .05 MEASUREMENT AND PAYMENT:** Removal of Existing Pavement Markings will not be measured but will be paid for as a Lump Sum item upon completion of the work. The payment will be full compensation for all material, labor, equipment, tools, and incidentals necessary to complete the work.

Item No. 810 – PERMANENT VEGETATION

- .01 DESCRIPTION:** Refer to the SCDOT Supplemental Technical Specification SC-M-810 in its entirety.
- .02 MATERIALS:** Refer to the SCDOT Supplemental Technical Specification SC-M-810 in its entirety.
- .03 EQUIPMENT:** Refer to the SCDOT Supplemental Technical Specification SC-M-810 in its entirety.
- .04 CONSTRUCTION:** Refer to the SCDOT Supplemental Technical Specification SC-M-810 in its entirety.

- .05 MEASUREMENT AND PAYMENT:** Permanent Cover shall be paid at the contract unit price per acre. Refer to the SCDOT Supplemental Technical Specification SC-M-810 in its entirety.

Item No. 815 – EROSION CONTROL MAINTENANCE

- .01 DESCRIPTION:** The work shall consist of the installation, replacement and/or repair of any and all erosion control best management practices that the contractor deems necessary to prevent any and all sedimentation from leaving the site throughout the duration of the project. This project will be subject to the inspection requirements of the Lexington County NPDES permit.
- .02 MATERIALS:** None specified.
- .03 EQUIPMENT:** None specified.
- .04 CONSTRUCTION:** Properly maintain all erosion control items.
- .05 MEASUREMENT AND PAYMENT:** Erosion Control Maintenance will not be measured for payment, but will be paid as a Lump Sum item distributed evenly throughout the project. The percentage of this item paid will be determined by the percent completion of the project. Failure to maintain BMPs or comply with the NPDES permit may result in reduced payment.

PROJECT CLOSEOUT DOCUMENTS

AFFIDAVIT OF PAYMENT

Bid Document Title: Bush River Road Widening

Bid Number: B15027-12/22/14S

Bid Description: Widening to Serve Collection and Recycling Center

To All Whom It May Concern:

WHEREAS, the undersigned has been employed by ***The County of Lexington*** to furnish labor, equipment, and materials for the associated work described above, and to execute the contract for the improvement of property described above, and located in the County of Lexington, State of ***South Carolina*** of which the government of ***Lexington, South Carolina***, located at 212 S. Lake Dr, Lexington, ***South Carolina, 29072*** is the Owner,

NOW, THEREFORE, this _____ day of _____
 (Day) (Month/Year)

The undersigned, as the Contractor for the above named Contract pursuant to the Conditions of the Contract hereby certified that, except as listed below, has paid in full or has otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or its property might in any way be held responsible.

EXCEPTIONS:(If none, write "None". The Contractor shall furnish a bond satisfactory to the Owner for each exception.)

ATTACHMENTS:

1. Consent of Surety to Final Payment. (Whenever Surety is involved, Consent of Surety is required.)
2. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
3. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers.
4. Contractors Affidavit of Release of Liens.

(SEAL)

CONTRACTOR (Name of sole ownership, corporation or partnership)

(Printed name of Agent / authorized representative)

(Signature of Agent / authorized representative)

(SEAL)

(Affix corporate
seal here)

TITLE _____

AFFIDAVIT OF RELEASE OF LIEN

Bid Document Title: Bush River Road Widening

Bid Number: B15027-12/22/14S

Bid Description: Widening to Serve Collection and Recycling Center

To All Whom It May Concern:

WHEREAS, the undersigned has been employed by *The County of Lexington* to furnish labor, equipment, and materials for the associated work described above, and to execute the contract for the improvement of property described above, and located in the County of Lexington, State of *South Carolina* of which the government of *Lexington, South Carolina*, located at 212 S. Lake Dr, Lexington, *South Carolina, 29072* is the Owner,

NOW, THEREFORE, this _____ day of _____
(Day) (Month/Year)

The undersigned, as the Contractor for the above-named Contract pursuant to the Conditions of the Contract hereby certifies that to the best of his/her knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services, who have or may have liens against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS: (If none, write "None". The Contractor shall furnish a bond satisfactory to the Owner for each exception.)

ATTACHMENTS:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers.

(SEAL)

CONTRACTOR (Name of sole ownership, corporation or partnership)

(Printed name of Agent / authorized representative)

(Signature of Agent / authorized representative)

(SEAL)

(Affix corporate
seal here)

TITLE _____

FINAL WAIVER OF LIEN

Bid Document Title: Bush River Road Widening

Bid Number: B15027-12/22/14S

Bid Description: Widening to Serve Collection and Recycling Center

To All Whom It May Concern:

WHEREAS, the undersigned has been employed by *The County of Lexington* to furnish labor, equipment, and materials for the associated work described above, and to execute the contract for the improvement of property described above, and located in the County of Lexington, State of *South Carolina* of which the government of *Lexington, South Carolina*, located at 212 S. Lake Dr, Lexington, *South Carolina, 29072* is the Owner,

NOW, THEREFORE, this _____ day of _____
 (Day) (Month/Year)

for and in consideration of the sum of (\$) _____ Dollars paid simultaneously herewith, the receipt whereof is hereby acknowledged by the undersigned, the undersigned does hereby waive and release any lien rights to, or claim of lien with respect to and on said above-described premises, and the improvements thereon, and on the monies or other considerations due to become due from the owner, on account of labor, services, material, fixtures, apparatus of machinery heretofore or which may hereafter be furnished by the undersigned to or for the above-described premises by virtue of said contract.

(SEAL)

CONTRACTOR (Name of sole ownership, corporation or partnership)

(Printed name of Agent / authorized representative)

(Signature of Agent / authorized representative)

(SEAL)

(Affix corporate
seal here)

TITLE _____

INSTRUCTIONS FOR FINAL WAIVER

- a) Fill in nature and extent of work; strike the word labor or the word materials if not in your contract.
- b) Amount shown should be the amount actually received and equal to total amount of contract as adjusted.
- c) If waiver is for a corporation, corporate name should be used, corporate seal affixed and title of officer signing waiver should be set forth; if waiver is for a partnership, the partnership name should be used, partner should sign and designate himself as partner.

CONTRACTOR WARRANTY FORM

Bid Document Title Bush River Road Widening

Bid Number: B15027-12/22/14S

Bid Description: Widening to Serve Collection and Recycling Center

Location: Lexington, South Carolina

Owner: County of Lexington

The Contractor (Company Name) _____ for the above-referenced project, does hereby warrant all labor and materials furnished and work performed are in accordance with the Contract Documents and authorized modifications thereto, and will be free from defects due to defective materials or workmanship for a period of two (2) years from Date of Completion.

This warranty commences on _____

and expires on _____.

This warranty covers the portion(s) of the project as described above.

Should any defect develop during the warranty period due to improper materials, workmanship or arrangement, the defect shall, upon written notice by the Owner, be made good by the Undersigned at no expense to the Owner.

Nothing in the above shall be deemed to apply to work, which has been abused or neglected by the Owner.

DATE: _____

(SEAL)

CONTRACTOR (Name of sole ownership, corporation or partnership)

(Printed name of Agent / authorized representative)

(Signature of Agent / authorized representative)

(SEAL)

(Affix corporate
seal here)

TITLE _____

CONSENT OF SURETY FOR FINAL PAYMENT

Bid Document Title: Bush River Road Widening

Bid Number: B15027-12/22/14S

Bid Description: Widening to Serve Collection and Recycling Center

Location: Lexington, South Carolina

Amount of Contract: _____

In accordance with the provisions of the above named contract between the Owner and the Contractor, the following named surety:

(NAME OF SURETY COMPANY)

on the Payment Bond of the following named Contractor:

(CONTRACTOR)

hereby approves of final payment to the Contractor, and further agrees that said final payment to the Contractor shall not relieve the Surety Company named herein of any of its obligations to the following named Owner: as set forth in said Surety company's bond:

IN WITNESS WHEREOF, the Surety Company has hereunto set its hand and seal this ____ day of

_____.
(Month/Year)

(SEAL)

NAME of SURETY COMPANY

(Printed name of Agent / authorized representative)

(Signature of Agent / authorized representative)

(SEAL) (Affix corporate seal here)

TITLE _____

IF SIGNED BY ATTORNEY-IN-FACT, POWER OF ATTORNEY IS REQUIRED